

# Exhibit D

# Building Material Teamsters Local 282



THOMAS GESUALDI  
President

LOUIS BISIGNANO  
Secretary-Treasurer

## Teamsters Local 282 Building Material Freight Suppliers Industry Rate Schedule 2023-2029

### Effective May 1, 2023

Wages	Increase \$1.25 to	\$32.445	Per Hour
Welfare	Increase \$0.65 to	\$16.65	Per Hour
Pension	Remains at	\$9.04	Per Hour
Check-off	Remains at	\$0.45	Per Hour
Building Fund	Increase \$0.05 to	\$0.10	Per Hour

*The Building Fund increase effective May 1, 2023 is pursuant to a membership vote to increase & not an allocation.*

### Effective May 1, 2024

Wages	Increase \$1.00 to	\$33.445	Per Hour
Welfare	Increase \$0.65 to	\$17.30	Per Hour
Pension	Remains at	\$9.04	Per Hour
Check-off	Remains at	\$0.45	Per Hour
Building Fund	Remains at	\$0.10	Per Hour

### Effective May 1, 2025

Wages	To Be Determined		
Welfare	To Be Determined		
Pension	To Be Determined		
Check-off	Increase \$0.05 to	\$0.50	Per Hour
Building Fund	To Be Determined		

*The Check-off increase effective May 1, 2023 is pursuant to a membership vote to increase & not an allocation.*

### Effective May 1, 2026

Wages	To Be Determined		
Welfare	To Be Determined		
Pension	To Be Determined		
Check-off	To Be Determined		
Building Fund	To Be Determined		

### Effective May 1, 2027

Wages	To Be Determined		
Welfare	To Be Determined		
Pension	To Be Determined		
Check-off	Increase \$0.05 to	\$0.55	Per Hour
Building Fund	To Be Determined		

*The Check-off increase effective May 1, 2023 is pursuant to a membership vote to increase & not an allocation.*

Affiliated with the International Brotherhood of Teamsters

### **MEMORANDUM OF AGREEMENT**

Building Material Teamsters Local 282 IBT ("the Union" or "Local 282") and the undersigned Employer (the "Employer") agree to enter into a collective bargaining agreement ("Agreement") that will contain the same terms and conditions of the 2018-23 Local 282 Building Material Freight Suppliers Agreement that was scheduled to expire by its terms on April 30, 2023, except as modified by the terms below.

1. **Economic Increase.** There shall be the following hourly economic increases:
  - a. Effective May 1, 2023: \$1.90 per hour
  - b. Effective May 1, 2024: \$1.65 per hour
  - c. Effective May 1, 2025: \$1.45 per hour
  - d. Effective May 1, 2026: \$1.45 per hour
  - e. Effective May 1, 2027: \$1.75 per hour
  - f. Effective May 1, 2028: \$1.70 per hour
2. **Allocation of Increases.** The economic increase shall be allocated as follows:
  - a. Effective May 1, 2023
    - i. \$.65/hour as an increase in the hourly rate of contribution to the Local 282 Welfare Trust Fund ("Welfare Fund") for a total contribution rate of \$16.65/hour.
    - ii. The remaining \$1.25 per hour to be allocated by the Union as between wages and the rate of contribution to the Local 282 Pension Trust Fund.
  - b. Effective May 1, 2024:
    - i. \$.65/hour as an increase in the hourly rate of contribution to the Welfare Fund for a total contribution rate of \$17.30/hour.
    - ii. The remaining \$1.00 per hour to be allocated by the Union as between wages and the rate of contribution to the Local 282 Pension Trust Fund.
  - c. The increases reflected in paragraphs 1.c through 1.f above shall be allocated by the Union as between wages and fringe benefit contributions when rates required for the Welfare Fund and the Local 282 Pension Trust Fund become actuarially determined.
3. Sections 1 and 15 of the collective bargaining agreement shall be amended to reflect the increases and allocations referenced in paragraphs 1 and 2 above.
4. **Duration.** The Agreement shall be effective May 1, 2023 through and including April 30, 2029. Section 33 shall be amended to reflect same.
5. **Section 3 (Holidays).** The phrase "and any holiday called for by the State" shall be deleted from the list of identified holidays.
6. **Section 15 (Welfare and Pension Trust Funds).** Section 15 shall be amended by adding the a new paragraph (g) to read as follows:

**"NYS Paid Family Leave Law.** The Board of Trustees of the Local 282 Welfare Trust Fund has determined to provide benefits as required by the New York State Paid Family Leave Law ("the NYSPFL Law") for employees covered by a Local 282 collective bargaining agreement that requires an employer to make contributions to the Local 282 Welfare Plan on their behalf as a rider to its current short-term disability insurance policy.



Accordingly, the Employer does not need to purchase a stand-alone paid family leave policy for bargaining unit employees, and the Employer will not take any payroll deductions from employees' paychecks to pay for the family leave benefit. Other than the provision of required insurance benefits, the Employer remains responsible to meet all other obligations under the NYSPFL Law, including, for example, the notice and reinstatement requirements for employers.

Should the Board of Trustees of the Local 282 Welfare Trust Fund determine to cease providing the paid family leave benefit during the term of this Agreement, the Union and the Employer shall meet and confer concerning any legal obligation of the Employer to provide such benefit."

**7. NYS Paid Sick Leave Compliance.**

- a. Section 4 (Vacations) shall be amended to include the following new paragraph (D):

"All employees who have not accrued vacation pursuant to paragraph A above shall accrue one day of paid leave for every 30 days worked up to a maximum of five (5) paid leave days (i.e., 40 hours in wages and fringe benefits). Such paid leave days shall expire upon the employee's accrual of vacation pursuant to paragraph A, and the Employer will not be required to "cash out" any unused sick days accrued as per this paragraph.

Leave and Vacation days may be used for any reason whatsoever. It is the intent of the parties to provide benefits equal to or greater than those required by the New York Paid Sick Leave Law (NY Labor Law Section 196-b) and the New York COVID-19 Vaccine Leave Law (NY Labor Law Section 196-c), the provisions of which are expressly waived."

- 8. Ratification:** This Agreement is subject to ratification by the Local 282 membership.

The signatories below represent that they are authorized to execute the agreement on behalf of the respective parties hereto:

**FOR THE EMPLOYER:**

**BUILDING MATERIAL TEAMSTERS  
LOCAL 282:**

\_\_\_\_\_  
Full Company Name

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title